

Miro Canvas '24 Terms and Conditions

September 16, 2022

These terms and conditions (Agreement”) govern Your registration for and participation in any RealtimeBoard, Inc. dba Miro (“Miro”) event (the “Event”) and is a binding agreement between Miro and You. As the attendee, speaker, or participant in any other capacity (“You”), by registering for or attending the Event You agree to the terms of this Agreement without modification and enter into a binding contract with Miro.

You represent to Miro that you are authorized to enter into this Agreement. If You purchase a ticket to or register for the Event on behalf of an entity, You agree to this Agreement on behalf of that entity and its affiliates and represent that You have the authority to do so. In such a case, “You” and “Your” will also refer to that entity. If You do not have such authority, or if You do not agree to any portion of this Agreement, please do not purchase a ticket to or register for the Event.

1. Eligibility

To attend an Event, You must be 18 years or older or the legal age of consent and not be barred from doing so under applicable laws in Your country of residence. Your participation in certain event activities, such as activities involving alcohol, may be limited to comply with applicable law and regulations. You agree and understand that Your registration for the Event is subject to our confirmation that will be sent to You via email. We are entitled to deny Your registration without cause. Event registration is subject to availability and may close earlier than the posted deadline, as determined in Miro’s sole discretion.

2. Payment

If the Event is not free of charge, You undertake to pay the relevant fees per the conditions as specified on the registration form. You are responsible for paying all applicable taxes and other governmental fees, charges, penalties, interest, and additions to such taxes that are imposed upon you with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes (“Indirect Taxes”).

3. Data Privacy

Any personal data about You that may be collected in connection with the Event, such as your name and contact details, will be used by Miro to administer Your attendance at the Event and for other legitimate business purposes as described in Miro’s [Privacy Policy](#). This information may also be shared with selected third parties, including but not limited to our event platform provider, event support agency, vendors, and other subprocessors, as well as check-in, badging, or mobile apps related to the Event. We may provide your contact information to Event Sponsors if (a) you elect to attend any sessions or other activities at the Event that are hosted by the Event Sponsors (in which case we would provide your contact information only to the Event Sponsor involved ,) or (b) you provide your consent during

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registration (or otherwise) to receive communications from the Event Sponsors.

Miro may also access or disclose Your information if we believe such action is necessary to (a) comply with the law or legal process served on Miro and (b) protect and defend the rights or property of Miro (including the enforcement of our agreements), or (c) act in urgent circumstances to protect the personal safety of other attendees, Miro employees or contingent staff, users of Miro services, or members of the public.

4. Event Code of Conduct

By participating in the Event, you agree to abide by the Miro Code of Conduct found here <https://miro.com/legal/code-of-conduct/> as well as the additional terms in this Event Code of Conduct.

Our Community was created to provide a safe space for professionals from various backgrounds all over the globe to connect, learn, share, and network.

Diversity and inclusion are crucial to our community and our overall mission. We encourage attendees from all walks of life, regardless of experience level, political leaning, gender identity and expression, sexual orientation, disability, personal appearance, body size, ethnicity, age, religion, nationality, or other defining characteristics.

This code of conduct and related procedures apply to all Miro community programs, from virtual and in-person events and online discussions to our community members. Failure to comply will result in a person's ability to participate in our Miro Community. Miro's events aim to provide the opportunity for all attendees to collaborate, learn, and network in a productive and respectful environment.

Behaviors inconsistent with these expectations include:

- Conduct, language, or other action inappropriate for a professional setting negatively refers to an attendee's ethnicity, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, or physical appearance.
- Harassment of an attendee based on an attendee's race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, or physical appearance, whether by conduct, language, or other action.
- Problematic conduct and language may include the nature and manner of communications (including through jokes or imagery), uninvited contact or following, and unwelcome sexual attention, among others.

Other Unacceptable Behavior

In addition to the conduct covered by the Event Code of Behavior, You may not:

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- Harvest or otherwise collect information about others, including email addresses, without their consent;
- Post advertisements or solicitations of business other than those explicitly approved by Miro
- Engage in conduct that restricts, inhibits, or discourages any other person or entity from using or enjoying all or any portion, features, or functions of the Services, or which, in Miro's judgment, exposes Miro to any of its users, customers, agents or suppliers to any liability or detriment of any type;
- Engage in conduct affecting Miro adversely or reflecting negatively on Miro, name or reputation or causing duress, distress, or discomfort to Miro or anyone else, or discourage any person or entity from doing business with Miro; or
- Take any other action that could endanger or cause damage to Miro

You agree that no content you share or create in connection with the Event or any information You share with Miro or other participants during such Event or in any post-Event surveys or feedback (“User Generated Content”) will include material that:

- Is unlawful, threatening, libelous, defamatory, indecent, obscene, pornographic, or that may violate any law;
- Could interfere with anyone else’s use of the Services provided by Miro;
- Encourages or incites anyone to break the law of local or federal ;
- Violates the rights of any party, including copyrights and other property rights and rights of privacy, or that includes personal or sensitive information regarding You or another person;
- Contains a virus or any other harmful or potentially harmful component; or
- Contains false or misleading statements of fact or descriptions of the origin of the material or the communication.

No Obligation to Monitor. Although You are solely responsible for the content You provide, Miro, is not required to monitor user-generated content. If Miro becomes aware of User Generated Content that violates this Agreement and believes it to be obscene, lewd, violent or threatening, harassing, or otherwise reasonable objectionable, Miro may act to restrict access to, or availability of any event material, without notice to You and in its sole discretion, or may take other action as described elsewhere in this Agreement.

Miro prohibits any conduct that violates our code of conduct. Violators of our code of conduct may, in Miro’s sole discretion, be prohibited from attending or participating in future events, have their access to the community terminated, including without a refund (if applicable), and referring the matter to the local authorities. Anyone asked to stop harassing, or other unacceptable behaviors are expected to comply immediately. In addition, if You are a Miro employee, Miro reserves the right to take full disciplinary action according to our internal policies.

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Reporting an Event Code of Behavior Issue

Please submit a report with Your name, phone number, contact details, and a description of the situation to events@miro.com to report a violation of this Code of Behavior.

The reporting mechanisms under this Event Code of Behavior are not intended to address criminal activity or emergencies. If You have been the victim of a crime or an emergency, please contact the appropriate municipal authorities, such as the police, fire, medical, or other emergency responders.

By proceeding with Your registration, You acknowledge that You have read and agree that You shall conduct Yourself consistent with this Event Code of Behavior.

Please note that while Miro takes all concerns raised seriously, Miro will use our discretion to determine when and how to follow up on reported incidents and may decline to take any further action or direct the attendee to other resources to address the concern.

Information for Presenters and Sponsors

Presenters and sponsors, who are unsure whether their presentations or other materials and communications are consistent with the Event Code of Behavior, please contact events@miro.com in advance of the event.

5. In-Person Events

While onsite, You agree to comply with all applicable laws, rules, regulations, and health policies from organizers, venues, and local and federal government authorities as well as any instructions provided onsite to You at the Event and you acknowledge that Your admission is subject to any health and safety policies or protocols put in place by local, state, and federal government agencies, the Event venue, or Miro. Failure to comply shall automatically terminate any rights that You may have hereunder and revoke your admission to the Event, without refund in each case.

You acknowledge the health risks associated with the novel coronavirus (COVID-19) outbreak and the risk of exposure or infection by COVID-19. You fully understand that: the novel coronavirus SARS-CoV-2 and any resulting disease (together with any variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present and no safety protocols can eliminate the risk of exposure to COVID-19.

You acknowledge that attendance to the Event is entirely voluntary.

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You hereby release Miro, the event venue, the event organizer, or any of their respective affiliates, shareholders, employees, agents, or representatives from liability for any injury or illness, however, caused or in any way related to COVID-19 in connection with the Event.

Unless otherwise separately agreed, Miro will not be liable for any travel or accommodation formalities or expenses or if You can not attend the Event due to a Force Majeure event or any event out of Miro's control. It is recommended that You subscribe to appropriate insurance against cancellation as well as to have adequate health and accident insurance.

You must bring a government-issued ID to pick up Your event badge. Badges are non-transferable and can not be shared with anyone. Any person violating this policy will have their badge confiscated and be asked to leave. You must wear badges at all times. A badge reprint fee may be charged to those who have lost or misplaced their conference badge.

Your safety and security is important to us. You understand that you and your property may be subject to a reasonable search upon entry to the Event and you may be asked to provide photo identification. If you refuse to participate in these security measures, we may deny you entry. We also reserve the right to ask you to leave the Event if your behavior causes us concern for the safety or security of Event attendees. If we deny you entry or require you to leave, you will not receive a refund.

6. Intellectual Property Rights

Neither party grants the other any rights or licenses not expressly set out in this Agreement. All intellectual property rights in and to the Event, any materials or content presented or distributed in connection with the Event ("Event Materials") are owned by Miro, or the Event speakers presenting at the Event. You may not use or reproduce or allow anyone to use or reproduce Event Materials or content without the prior written permission of Miro. Miro trademarks, logos, and service marks and those trademarks, logos, and service marks licensed to Miro (collectively, the "Trademarks") are registered and unregistered marks of Miro. All other trademarks, trade names, product names, service marks, and other non-Miro marks are the property of their respective owners.

For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks, copyright, or other intellectual property rights owned or used under license by Miro or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of Miro or its affiliates, all of which shall at all times remain the exclusive property of Miro and its affiliates. You may not change the Event Materials or Miro trademarks in any way or reproduce, publicly display, distribute, or otherwise use the Event Materials or any Miro trademarks for any public or commercial purpose.

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Any use of Miro's proprietary cloud service ("Service") in relation to an Event is subject to any applicable terms and conditions governing Your use of the Service, including but not limited to the [Terms of Service](#), [Master Cloud Agreement](#), and [Privacy Policy](#), as well as any additional terms agreed between the parties. Miro and its licensors retain all intellectual property and other rights in related Miro's Service, technology, templates, formats and dashboards, including any modifications or improvements to these items made by Miro.

7. Use of Event Materials

You are not permitted to livestream, simultaneously broadcast, sell, copy, share, reproduce, or distribute recordings of Event presentations, Event Materials, or information provided in relation to an Event without the prior written consent of Miro. All information learned or observed by you in relation to the Event, including but not limited to keynote speeches, session presentations, and names or company names of other attendees is for your personal use or for internal business purposes only.

Employees of Miro also further agree to abide by any Miro social media policies when attending Events.

8. Waiver and Release

You acknowledge and agree that your attendance and participation in the Event is voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event. You assume full responsibility for all risks of any Losses of any nature, whether to property or person, related to Your in-person or virtual attendance at the Event, and resulting from, arising out of, or in connection with the Event, including, but not limited to, transportation to, from and during the Event and participation in group or individual activities during the Event, engaging in the virtual Event platform, whether or not Miro organize such activities. Losses under this Agreement include but are not limited to the following: property damage, illness, injury, and death (collectively "Losses").

You also acknowledge that attendees may submit content or communications in a way that is publicly accessible, and Miro cannot predict the content or communications that attendees post. Miro makes no representations or warranties, of any kind whatsoever, express or implied, as to the completeness, accuracy, usefulness or timeliness of information presented or shared in relation to any Event and shall have no liability for any error or omissions. Miro assumes no responsibility, and will not be liable for, content submitted by other attendees.

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (I) MIRO WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL COSTS, DAMAGES OR LOSSES ARISING DIRECTLY OR INDIRECTLY FROM THE EVENT, EVENT MATERIALS, OR OTHER ASPECT RELATED THERETO OR IN CONNECTION WITH THIS AGREEMENT; AND (II) THE AGGREGATE LIABILITY OF MIRO

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FOR ANY DIRECT CLAIM IN ANY WAY CONNECTED WITH, OR ARISING FROM, THE EVENT, EVENT MATERIALS, OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE (INCLUDING ANY NEGLIGENT ACT OR OMISSION), WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO MIRO UNDER THIS AGREEMENT.

9. Indemnification

To the fullest extent permitted by law, You agree to indemnify and hold harmless Miro from any claims arising out of or in connection with the Event and which arise result, directly or indirectly, from Your actions or inaction, intentional or otherwise.

10. Cancellation

Miro expressly reserves the right to cancel/alter scheduled dates for any of our events, change the location, or substitute speakers for any of our Events. Miro may at any time, with or without giving notice, in its absolute discretion and without giving any reason, cancel Your registration or cancel or postpone the Event, whether physical or virtual, change its venue, Event program, or any of the other published particulars, or withdraw any invitation to attend. In case of cancellation or postponement of the Event by Miro, You will either receive a refund of paid Event fees or a credit for future Event registration, to be determined at Miro's discretion. Should the Event be postponed or canceled, Miro is not responsible nor liable for any costs or expenses You may incur due to the postponement or cancellation of the Event.

11. Recordings and User Generated Content

Photography and audio or video recording may occur at the Event by or on behalf of Miro. You agree that Miro and its subsidiaries, agents, and assignees to photograph, film, produce, video and/or develop electronic recordings of You, including without limitation, the recording of my voice, use of my personal name, likeness, company name, title, opinions, commentary, and testimonials (collectively "Recordings"). You hereby authorize and grant Miro an unlimited, worldwide, sublicenseable, assignable, fully paid up, royalty free, perpetual license to use, reproduce, distribute, modify, post, publish, copy, store, transmit, create derivative works of, and publicly display these Recordings singularly or in conjunction with other photographs and/or recordings for Miro's advertising, publicity, commercial, social media, or other business purposes.

You understand that any content you share or create in connection with the Event or any information You share with Miro or other participants during such Event or in any post-Event surveys or feedback ("User Generated Content") is not considered confidential, notwithstanding any terms and conditions to the contrary contained in any terms of service, service agreement, or any other nondisclosure agreement and may be publicly shared by the receiving parties. You also hereby give Miro an unlimited, worldwide, sublicenseable, assignable, fully paid up, royalty free, perpetual license to use, reproduce, distribute, modify,

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post, publish, copy, store, transmit, publicly display, and create derivative works of User Generated Content or feedback You provide in connection with the Event for Miro's advertising, publicity, commercial, social media, or other business purposes.

You hereby release Miro and any of its associated or affiliated companies, their directors, stockholders, officers, agents, representatives, employees, customers and appointed advertising agencies from all and all known or unknown claims on account of use of the Recordings, User Generated Content, or feedback ,or in connection with any other content or information You share in relation to the Event.

12. Event Speakers

In addition to the terms above, individuals presenting materials or are invited by Miro to speak at any Event also agree to the following:

Miro You hereby authorize and grant Miro an unlimited, worldwide, sublicenseable, assignable, fully paid up, royalty free, perpetual license to use, reproduce, distribute, modify, post, publish, copy, store, transmit, create derivative works of, and publicly display Your name, company name, the associated logo, photograph, and biography as well as any materials You submit or present in writing or display as part of an audio-visual presentation in any printed materials, electronic materials, publicity, promotion, and advertising in connection with Your presentation at the Event.

You represent and warrant that You have obtained the necessary permissions from Your organization to participate in this event, including the use of their logo and any references to Your work at the company. You represent and warrant that materials submitted in writing or displayed as part of an audio-visual presentation have been through all necessary approval processes in order to be presented at the Event, are not considered confidential, and do not disclose classified information.

13. General Terms

Waiver and Severability. The failure by Miro to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit Miro's right to enforce such provision at a later time. All waivers by us must be in writing to be effective. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest will remain in full force and effect.

Force Majeure. Miro and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control,

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including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Assignment; No Third Party Beneficiaries. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this section will be void. Miro may assign this Agreement without your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of our assets or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Miro as a party to this Agreement, and Miro is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

Governing Law. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in Los Angeles, California and both parties submit to the personal jurisdiction of those courts.

Modifications to this Agreement. Miro may modify this Agreement at any time by posting a revised version on Miro's website. The modified terms will become effective upon posting. By attending the Event after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms.

Entire Agreement; English Language. This Agreement is the entire agreement between You and Miro regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Miro will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement). If we provide a translation of the English version of this Agreement, the English version of this Agreement will control if there is any conflict.

Electronic Communication. You consent to receive communications from Miro electronically, including email. You agree that all agreements, notices, disclosures, and other communications provided to You electronically satisfy any legal requirement that such communications be in writing.